

AGREEMENT FOR SOFTWARE DELIVERABLES AND SERVICES

This Agreement for Software Deliverables and Services ("Agreement") is made this _____ day of _____, 20____, ("**Effective Date**") by and between Aclara Technologies LLC, a **limited liability company** of the State of Ohio with offices at 77 Westport Plaza, Suite 500, St. Louis, Missouri 63146 ("Provider"), and City of Hollywood, a municipal corporation of the State of Florida ("**Customer**"). Provider and Customer each a "Party" and collectively, the "Parties".

RECITALS:

WHEREAS, Provider provides certain software-as-a-service offerings, professional services and deliverables to its customers; and

WHEREAS, Customer desires to access certain software-as-a-service offerings, professional services and/or deliverables described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the following terms and conditions, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider agrees to perform the Services and provide the Deliverables for Customer pursuant to the terms of this Agreement.

ARTICLE 1. DEFINITIONS

Certain terms used in this Agreement are defined in this Article 1. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context. The word "and" shall mean "and" as well as "or," unless otherwise specified.

1.1 "Acceptance Criteria" shall mean, with respect to a Deliverable, a mutually agreed upon statement defining the criteria for acceptance of that Deliverable. With respect to Services, Acceptance Criteria shall mean a statement defining the criteria for acceptance of that Service.

1.2 "Access Credentials" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

1.3 "Aclara Materials" means the Services, Specifications, Documentation, and Aclara Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Aclara or any subcontractor in connection with the Services or otherwise comprise or relate to the Services or Aclara Systems. For the avoidance of doubt, Aclara Materials include Resultant Data and any information, data, algorithms or other content derived from Aclara's monitoring of Customer's access to or use of the Services.

1.4 “Aclara Systems” means the information technology infrastructure used by or on behalf of Aclara in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Aclara or through the use of third-party services

1.5 “Affiliate(s)” means, with respect to any entity, any other entity that owns, directly (or indirectly through one or more intermediaries) controls or is controlled by, or is under common control with, such entity.

1.6 “Agreement” shall consist of this document (including attachments, schedules and addendums to the Agreement) and any SOW and Purchase Order issued under the Agreement.

1.7 “Authorized User” means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

1.8 “Claims” means any claim, action, cause of action, demand, lawsuit, whether at law, in equity, or otherwise brought by a third party.

1.9 “Cloud Services” shall mean software services comprised of a software licensing model in which access to the software and its updates/maintenance are provided on a subscription basis.

1.10 “Confidential Information” includes, without limitation, (a) non-public information and/or private business information developed, collected or created by Party (b) a Party's Proprietary Information and (c) trade secret information including technical or non-technical data, formulae, patterns, compilations, client lists, business plans, programs, devices, methods, techniques, drawings, diagrams or processes, data, databases, software, specifications, in any form or format that (i) are not generally known in the trade or business of a Party, (ii) have direct or indirect, tangible or intangible, actual or potential value, (iii) are not readily ascertainable from publicly available information, and (iv) are the subject of reasonable protection measures taken by Party.

1.11 “Customer Data” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer by or through the Services.

1.12 “Customer Systems” means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services, other than Aclara provided services.

1.13 “Deliverable” shall mean the Software Deliverable, hardware, products, and other tangible goods and materials, including data, delivered to Customer under this Agreement or any SOW.

1.14 “Designated Equipment” shall mean the computer equipment of Customer in which Aclara loads the Software or the Customer's back-up computer equipment and such additional equipment as Customer may from time to time designate in writing, which such back-up equipment and such additional equipment shall meet Aclara's applicable specifications .

1.15 “Disaster Recovery Plan” means the establishment of the processes necessary to enable the recovery of vital data, software, systems, and networks following a natural or human-induced disaster or equipment failure.

1.16 “Documentation” means the user manuals and supporting documentation in electronic form containing copyrighted material and other Proprietary Information of Aclara provided with the Deliverable or Services under this Agreement.

1.17 “Fix” shall mean changes intended to correct feature/function deficiencies and/or system vulnerabilities.

1.18 “Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Software Services or Aclara Systems as intended by this Agreement. Harmful Code does not include any Aclara disabling device.

1.19 “Hosting Services” shall mean any Software Services (whether performed by Aclara or through a third party) that involve hosting data, software, or services external to Customer.

1.20 “Intellectual Property Right” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights, moral rights and mask-works; (b) trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or re-issues thereof, now or hereafter in force (including any rights in any of the foregoing).

1.21 “Issue” means a problem with the Software Services, identified by the Customer, which requires a response by Aclara to resolve.

1.22 “Licensing Parameters” means Central Processing Units (CPUs), Processors (including Sockets and/or Cores), Seats, Interfaces and End Points connected to the system (Meters, LCTs, CSTs, DSIs, etc.) and Utilities as set forth on Attachment A

1.23 “Losses” shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

1.24 “Object Code” means the instructions or statements comprising the Software expressed in machine-readable language, being the machine level representations that actually cause the computer to execute instructions and operations.

1.25 “Patch” shall mean a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.

1.26 “Personal Identifying Information” or “PII” shall mean Customer Data which contains any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any (1) name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number; (2) unique biometric data, such as fingerprint, voice print, retina, iris image, or other unique physical representation; (3) unique electronic identification number, address, or routing code;

1.27 “Private Label Site” the private label versions of the Software the Provider hosts and maintains.

1.28 “Project” shall mean the Services and/or Deliverables as set forth in an individual SOW.

1.29 “Proprietary Information” shall mean any data, documentation, methods, processes, materials, and all other information that is owned by either Party or an Affiliate.

1.30 “Purchase Order” shall mean the document issued on behalf of Customer authorizing the commencement of Services or the delivery of Deliverables.

1.31 “Representatives” means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.

1.32 “Resultant Data” means data and information related to Customer's use of the Services that is used by Aclara in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

1.33 “Security Incident” means one or more unwanted or unexpected information security events that could possibly compromise the security of information and weaken or impair business operations.

1.34 “Severity Level” means a designation of the effect of an Issue on the Customer's use of the System as set forth in Exhibit C, Maintenance and Support Services.

1.35 “Services” shall mean any software implementation and testing, software maintenance and support, Cloud Services or Hosting Services, and other information technology services provided to Customer under this Agreement, and any SOW or Purchase Order referencing this Agreement.

1.36 “Software” means the software described on Attachment A as “Aclara Software”.

1.37 “Software Deliverable” shall mean Software loaded on the Designated Equipment and delivered to Customer under this Agreement or any SOW.

1.38 “Software Services” shall mean either Hosting Services or Cloud Services.

1.39 “Statement of Work (“SOW”) shall mean an attachment to this Agreement, substantially in the form of Exhibit A that states, with respect to each Project: A detailed description of the Services and Deliverables; work schedule (including the due dates related to the applicable Deliverables and Services, and any milestone dates); specifications, performance standards and functional requirements; documentation, and; fees and payment schedule. In the event of a conflict between an SOW and the provisions of this Agreement, the Agreement shall take precedence.

1.40 “Supplemental Services” shall mean the services set forth on Exhibit C-3 , and offered at the prices set forth on Exhibit C-3.

1.41 “System Incident” a Security Incident with the potential of causing irreparable or significant damage, corruption or loss (compromise) of Confidential Information.

1.42 “Third Party Deliverable” means the Deliverable described on the Attachment A as “Third Party Software—Included in this Agreement.

1.43 “Third-Party Materials” means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Aclara

1.44 “Vulnerability” shall mean a weakness in a product that could allow an attacker to compromise the integrity, availability, or confidentiality of that product.

ARTICLE 2. THE SERVICES AND DELIVERABLES

2.1 Services and Deliverables Description.

The Services and Deliverables to be provided under this Agreement shall be set forth in individual SOWs which shall incorporate the terms and conditions of this Agreement. Each such SOW shall detail the nature of the Services and Deliverables, which may be further defined by attachments. Aclara will provide the Services and Deliverables which are designated in the SOW, within the timeframe set forth in the applicable SOW.

2.2 Software Deliverables.

For Software Deliverables furnished by Aclara to Customer, the following provisions shall apply:

(a) **Grant of License**

- (i) Aclara grants to the Customer a non-exclusive, royalty-free, worldwide, non-transferable license and perpetual (subject to termination as set forth in this Agreement) Object Code license to use the Software Deliverable on the Designated Equipment solely in connection with Customer’s use of the System and only for the purposes set forth in Section 2.2 (a)(ii) copy the Software.
- (ii) Notwithstanding any other provision in this Agreement to the contrary, and for no additional or incremental license fees and only for internal business purposes, the Customer may: (a) make a reasonable number of copies of the software Deliverable for back-up or archival purposes; or (b) operate the Software Deliverable on the Designated Equipment for testing the Software Deliverable.
- (iii) Third Party Deliverables are sublicensed by Aclara to Customer pursuant to sublicensing agreements with the respective third parties identified on Attachment A.

(b) **Restrictions on Use**

- (i) **Parameters.** Customer use of the Software Deliverable is restricted to the Licensing Parameters. Use of the Software Deliverable outside the Licensing Parameters is subject to the express written consent of Aclara and the payment of all required additional Fees.
- (ii) **Alterations.** Customer’s use of the Software Deliverable is limited in that Customer is prohibited from altering, attempting to reverse engineer, attempting to decompile, or creating or attempting to create a derivative work from the Software Deliverable.
- (iii) **Compliance with Laws.** Customer’s use of the Software Deliverable is limited in that it must use the Software Deliverable and the Documentation in accordance with all applicable laws and regulations of the United States and the States, Country and localities in which the Software Deliverable and Documentation is used.
- (iv) **Use on Designated Equipment.** Customer’s use of the Software Deliverable is restricted to use on the Designated Equipment. Should Customer desire to transfer the operation of the Software Deliverable to a computer other than the Designated Equipment, Customer shall notify Aclara upon such transfer. Such computer must meet the specifications of the Designated Equipment. Upon such notification, such

computer shall become the Designated Equipment. Under no circumstances may the Licensed Software be used for production purposes on other than the Designated Equipment.

- (v) Temporary Use. Without notice to Aclara, Customer may temporarily transfer the operation of the Software Deliverable to a backup computer if the Designated Equipment is inoperative due to malfunction, or during the performance of preventive maintenance, engineering changes or changes in features or model until the Designated Equipment is restored to operative status and processing of the data already entered into the back-up computer is completed.

2.3 Software Services.

(a) Access and Use.

- (i) Hosting Services. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Aclara grants Customer a non-exclusive, non-transferable right to access and use the Hosting Services during the Term, solely for its own internal business purposes in accordance with the terms and conditions set forth in this Agreement. Aclara shall provide to Customer the Access Credentials within a reasonable time following the Effective Date.
- (ii) Cloud Services. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Aclara will provide functionality on Aclara Systems to enable Customer to access the Cloud Services and triggers that provide access to the Software used to collect Customer Data. Aclara grants Customer a non-exclusive, non-transferable right to access and use the Cloud Services during the Term, solely for its own internal business purposes in accordance with the terms and conditions herein. Aclara shall provide to Customer the Access Credentials within a reasonable time following the Effective Date.

(b) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

- (i) Aclara has and will retain sole control over the operation, provision, maintenance, and management of the Aclara Materials; and
- (ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Aclara Materials by any Person by or through the Customer Systems or any other means controlled by Customer, including any: (i) information, instructions, or materials provided by any of them to the Services or Aclara; (ii) results obtained from any use of the Services or Aclara Materials; and (iii) conclusions, decisions, or actions based on such use.

(c) Use Restrictions. Customer shall not, and shall not permit any other person to, access or use the Services or Aclara Materials except as expressly permitted by this Agreement and, in the case of Third-Party Deliverables, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (i) copy, modify, or create derivative works or improvements of the Software Services or Aclara Materials;

- (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software Services or Aclara Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software Services or Aclara Materials, in whole or in part;
- (iv) bypass or breach any security device or protection used by the Software Services or Aclara Materials or access or use the Software Services or Aclara Materials other than by valid Access Credentials;
- (v) input, upload, transmit, or otherwise provide to or through the Software Services or Aclara Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software Services, Aclara Systems, or Aclara's provision of services to any third party, in whole or in part;
- (vii) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Software Services or Aclara Materials, including any copy;
- (viii) access or use the Software Services or Aclara Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Aclara customer), or that violates any applicable Law;
- (ix) access or use the Software Services or Aclara Materials for purposes of competitive analysis of the Software Services or Aclara Materials, the development, provision, or use of a competing software service or product or any other purpose that is to Aclara's detriment or commercial disadvantage; or
- (x) otherwise access or use the Software Services or Aclara Materials beyond the scope of the authorization granted under this Section 2.3.

(d) Customer Obligations.

- (i) Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Software Services are accessed or used; (b) provide Aclara Personnel with such access to Customer's premises and Customer Systems as is necessary for Aclara to perform the Software Services in accordance with the Availability Requirement and Specifications; and (c) provide all cooperation and assistance as Aclara may reasonably request to enable Aclara to exercise its rights and perform its obligations under and in connection with this Agreement.
- (ii) Effect of Customer Failure or Delay. Aclara is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing,

or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

- (iii) Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.3(c) Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Software Services and Aclara Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Aclara of any such actual or threatened activity.
- (iv) (**Applicable for Profield® Software Solution**) Prior to commissioning the Software Services, Customer shall supply a list of the names of all users who are authorized to use the Software Services. Customer shall keep the list current at all times and promptly inform Aclara of any change in Customer End Users. Customer will strictly enforce each Customer End User's user identification and password controls, to ensure that Customer End User's identity is not used to access the Software Services by any other person.

2.4 Documentation.

Subject to the terms and conditions set forth in this Agreement, Aclara grants to Customer, and Customer accepts, a fully paid, non-exclusive, non-transferable, license to use the Documentation during the Term of this Agreement and solely in connection with its use of the Software Deliverable or Software Services.

2.5 Maintenance and Support Services.

For Hosting and Cloud Services furnished by Aclara to Customer, Aclara shall provide service level standards, as set forth in Exhibit C-1, Software Services Schedule. For Software Deliverable furnished by Aclara to Customer, Aclara shall provide maintenance and support services as set forth in Exhibit C-2. For Supplemental Services furnished by Aclara to Customer, Aclara shall provide such services in accordance with Exhibit C-3.

2.6 Changes.

(a) Aclara reserves the right, in its sole discretion, to make any changes to the Services and Aclara Materials that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Aclara's services to its customers; the competitive strength of or market for Aclara's services; or) the Services' cost efficiency or performance; or (ii) to comply with applicable Law.

(b) Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such requested changes in accordance with the change procedure set forth in the SOW. In the event of a change, the Parties will use commercially reasonable efforts to negotiate and execute an amendment to this Agreement and the applicable Statement of Work setting forth all necessary updates. Each Amendment shall include, as applicable, changes to the Services, Deliverables, Work Schedule, fees or other material terms of the Statement of Work, and, upon execution, Aclara waives any claim resulting from the Change for additional compensation or change to the Work Schedule except as set forth in the Amendment, including, without limitation, claims related to lost productivity and lost efficiency, unless such lost productivity and lost efficiency is not associated with the amendment to the Statement of Work. No claim for additional compensation or an adjustment to the Work Schedule shall be allowed unless the same was authorized by a written Amendment executed by an authorized representative of both parties in advance of the performance of the applicable Services or Deliverables.

2.7 Reservation of Rights.

Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Aclara Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Aclara Materials, and the Third-Party Materials are and will remain with Aclara and the respective rights holders in the Third-Party Materials.

ARTICLE 3. TERM

3.1 Initial Term.

The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect for a period of five (5) years from such date (the "Initial Term").

3.2 Renewal Term.

This Agreement will automatically renew for successive twelve 12 month periods unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 60 days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

ARTICLE 4. PAYMENT

4.1 Billing Rate.

4.1.1. The Fees for the Deliverables and Services provided shall be set forth in Exhibit B, Fees. Aclara will invoice Customer for the Deliverables and Services as follows: (a) for Software Deliverables, Aclara will invoice Customer upon contract execution; (b) for implementation Services, Aclara will invoice Customer as set forth in the SOW; and (c) for Cloud Services/Hosting Services, Aclara will invoice Customer the Annual Service Provider (ASP) Fees annually in advanced and shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Term, upon receipt of a 30 day notice, the ASP Fee shall be subject to adjustment not to exceed five percent at the commencement of each Renewal Term.

4.1.2. Support Fees for Software Deliverables. The charge for the service level selected by the Customer shall be at the annual Fee as identified in Exhibit C-2 during the Initial Term of this Agreement. The annual Fee shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Term, upon receipt of a 30 day notice, the Fee shall be subject to adjustment not to exceed five percent at the commencement of each Renewal Term.

4.1.3. Partial Services. Aclara reserves the right to invoice the Customer for any partial month services which may result from the Effective Date or date of termination of this Agreement, at a prorated charge.

4.1.4. Reinstatement Fee. In the event that Customer terminates or elects not to renew this Agreement and subsequently wishes to reinstate it, in addition to paying Aclara's then current fees and charges, Customer shall also pay Aclara, a reinstatement charge. The reinstatement charge shall include a lump sum equal to the total fees and charges which would have been paid for the period of lapse had the lapse not occurred: provided, however that if the lapse period is three (3) years or longer, Aclara shall have the option at its sole discretion to refuse to reinstate said Agreement.

4.2 Due Dates for Payment.

Payments for all invoices shall be due and payable forty-five (45) days from the date of receipt. Any amounts not paid when due shall bear interest at the lesser of one and one half percent (1 ½%) per month or the highest permitted by law until paid. In the event that annually Fees remain unpaid for more than 30

days after becoming due for payment, Aclara shall be entitled to withdraw the Maintenance or Software Services.

4.3 Taxes.

Aclara shall be responsible for all corporate taxes measured by net income due to performance of, provision of or payment for Services or Deliverables under this Agreement (“Aclara Taxes”). Customer is tax exempt and shall provide Aclara with its tax exemption certificate..

ARTICLE 5. TIME FOR PERFORMANCE

5.1 Delivery.

(a) Aclara shall use commercially reasonable efforts to deliver the Deliverables and provide the Services within the times set forth on Exhibit “A”. Purchaser understands and agrees that the ability of Aclara to make such deliveries and provide such Service within such times is dependent upon the timely issuance of Purchase Orders (if required) and timely performance of Customer’s Obligations. Customer agrees that it will use commercially reasonable efforts to cause Customer’s personnel to perform their respective obligations in a timely fashion and to cooperate with Aclara in scheduling their respective Services.

(b) Except as specified in an SOW or Purchase Order, Deliverables shall be FCA Aclara’s facility, and pursuant to the delivery schedule, if any, set out in said SOW or Purchase Order.

5.2 Project Schedule.

The schedule for the Deliverables and Services (the “Project Schedule”) shall be determined on a project by project basis as more particularly described in the applicable SOWs. The Project Schedule shall begin and end as specified on such SOWs, which shall list the Deliverables and Services involved, the schedule for delivery and performance, any milestone dates, and the deadline for the completion of all such activities.

5.3 Acceptance.

Acceptance of the Deliverables and Services shall be in accordance with Acceptance Criteria set forth in the SOW.

ARTICLE 6. SECURITY

6.1 Secure Environment.

For hosting services and cloud services Aclara will implement and maintain secure systems and environment according to the following terms: (a) utilize only datacenters that are certified as SSAE 18 SOC 2 compliant, with actively-managed multi-layered security and redundant power systems; (b) maintain firewall protection; (c) maintain antivirus software with automated monitoring; (d) encrypt all PII data at rest and in transit; (e) perform monthly vulnerability scanning; and (f) perform annual security penetration testing.

6.2. Disaster Recovery.

Aclara shall maintain appropriate backups of all Customer data. Aclara shall maintain Disaster Recovery plans and exercise Disaster Recovery plans on an annual basis for the cloud services provided. For hosting services, Aclara shall, at Customer’s request and expense, offer Disaster Recovery services and exercise Disaster Recovery plans on an annual basis for Customer.

6.3. Incident Response.

In the event of an Aclara, or subcontractor, System Incident, Aclara shall: (a) promptly, but in no event more than 48 hours of becoming aware of the incident, notify Customer; (b) then provide Customer with

a written report within the subsequent 48 hours detailing the scope of the incident and the measures taken to by Aclara to respond to the incident; and (c) use best efforts to remedy the incident and prevent any further or recurrent incidents at Aclara's expense in accordance with applicable privacy laws, regulations, and standards.

6.4. Vulnerability Remediation.

Aclara shall take full responsibility for the comprehensive remediation of security vulnerabilities found in Aclara's hosting services and cloud services that could reasonably result in a System Incident.

6.5 Customer Control and Responsibility.

Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Aclara Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

6.6 Access and Security.

Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.

6.7 Harmful Code.

Aclara represents, warrants and covenants that: (a) Aclara will use its best efforts to ensure that no Harmful Code is introduced into the software, Customer Data or other Deliverables, or any systems used to perform the Services, and Aclara will not insert into any software any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging any Customer Data, systems or functionality.

ARTICLE 7. TERMINATION

7.1 Termination.

(a) Aclara may terminate this Agreement at any time upon delivery thirty (30) days prior written notice to Customer.

(b) either party may terminate this Agreement, effective upon delivery of at least ten (10) days prior written notice to the other party, (i) if the other party materially breaches this Agreement, and (ii) further fails within thirty (30) days (or within such longer period as may be otherwise mutually agreed) after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by

order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Customer may terminate this agreement due to non-appropriation of funds by the City Commission during any annual term or renewal period of this Agreement in accordance with Section 30.05 of Hollywood Code of Ordinances.

7.2 Effects of Termination

Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) Aclara shall cease all use of any Customer Data or Customer's Confidential Information and at the request of the Customer within a commercially reasonable time (i) return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems Aclara directly or indirectly controls, provided however, Aclara that may retain copies of such information that is stored in Aclara's archive or back-up systems or as required by applicable law.

(c) Customer shall immediately cease all use of any Services or Aclara Materials and (i) promptly return to Aclara, or at Aclara's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Aclara Materials or Aclara's Confidential Information to the extent permitted by law; and (ii) to the extent permitted by law permanently erase all Aclara Materials and Aclara's Confidential Information from all systems Customer directly or indirectly controls; provided that Customer may retain copies of such information that is stored in Customer's archive or back-up systems or as required by applicable law or Customer's document retention policy; and (iii) certify to Aclara in a signed written instrument that it has complied with the requirements of this Section 8.2(c);

(d) Aclara may disable all Customer and Authorized User access to the Aclara Materials;

(e) if either Party terminates this Agreement pursuant to Section 8.1(a), Aclara shall be paid all Fees related to Deliverables provided and Services performed prior to the effective date of termination.

ARTICLE 8. CONFIDENTIALITY

8.1 Confidentiality

From time to time during the Term of this Agreement and to the extent permitted by law, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), Confidential Information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within thirty (30) days thereafter, is summarized in writing and confirmed as Confidential Information. To the extent permitted by law, the Parties shall hold all Confidential Information of the other Party confidential, and shall not use or disclose it to others (except as is necessary to perform its obligations under the Contract and with the prior written consent of the disclosing Party). The Receiving Party shall maintain security measures designed to: (i) protect the security and confidentiality of the Confidential Information of the Disclosing Party; (ii) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8.

8.2 Exclusions.

Any exclusions related to Confidential Information shall be pursuant to Chapter 119, Florida Statutes and any other applicable law not in conflict with Chapter 119, Florida Statutes.

8.3 Compelled Disclosure.

If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 8.1; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8.3, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

8.4. In the event of a breach of this Section 8, the breaching party shall indemnify the non-breaching party for any Losses associated with the breach of this Section 8.

ARTICLE 9. INDEMNITY

For the purpose of this **Section 9** only, "Customer Parties" shall mean Customer, its directors, officers, agents and employees, contractors and subcontractors (other than Seller), assignees, subsidiaries and affiliates, and each of them; "Aclara Parties" shall mean Aclara, its directors, officers, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and each of them. The Parties obligations under this **Section 9** shall not be limited to their respective insurance coverage.

9.1 General Indemnity for Deliverables and Services.

(a) Aclara shall indemnify Customer Parties for Losses arising from Claims, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought against one or more Customer Parties involving injuries or damages to persons or property arising from: (a) the negligent acts or omissions of Aclara Parties in connection with the delivery of Deliverables or performance of Services; or (b) Losses resulting from any incident involving the supply, access or maintenance of data or the networks and systems that store, process or transmit such data under this Agreement provided that: (i) Customer promptly notifies Aclara in writing of such Claims; (ii) Customer fully cooperates with Aclara in assisting in the defense or settlement of such Claims; and (iii) Aclara has the sole right to conduct the defense of such Claims or to settle such Claims. Aclara shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Customer, any suit or action brought against Customer Parties based upon such Claims. Further, provided that Customer promptly notifies Aclara in writing of any alleged violations described below, Aclara shall also indemnify Customer Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Aclara Parties. Aclara's obligations under this **Section 9.1 (a)** shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Customer Parties. Nothing in this Agreement shall be construed to affect in any way the

Customer's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

9.2 Intellectual Property Indemnity

(a) Aclara shall defend and indemnify Customer against any Claims alleging that Deliverables or Services furnished under this Agreement infringe a patent in effect in the U.S., an EU member state or the country of the site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of in which the premises where Deliverables are used or Services are performed, not including Aclara's premises from which it performs Services provided that (i) in the case of software Deliverables, it is the latest released version of the software; (ii) Customer promptly, and in any event, within ten (10) days of becoming aware of the Claims, notifies Aclara in writing of such Claims; (iii) Customer makes no admission of liability and does not take any position adverse to Aclara; (iv) Customer provides Aclara with full disclosure and fully cooperates with Aclara in assisting in the defense or settlement of such Claims and (v) Aclara has the sole right to conduct the defense of such Claims or to settle such Claims .

(b) Notwithstanding the foregoing, if any software or other Deliverable provided by Aclara under the terms of this Agreement becomes, or in Aclara's reasonable opinion is likely to become, the subject of any infringement or misappropriation claim or proceeding, then Aclara shall, at its sole option and expense shall either: (i) obtain for Customer the right and license to continue to use the software or other Deliverable in the manner permitted under this Agreement; or (ii) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing; or (iii) failing (i) or (ii), take back infringing Deliverable or Services and refund the price received by Aclara attributable to the infringing Deliverable or Services. Notwithstanding the foregoing, Aclara shall not be liable for any Claims based upon (1) the combination or use of Deliverables or Services with any other equipment or software not supplied or authorized by Aclara, or (2) Customer's possession or use of any altered version of the Deliverable or Services unless such alteration has been performed or expressly authorized by Aclara, or (3) failure of Customer to implement any update provided by Aclara that would have prevented the Claims, or (4) Deliverables or Services made or performed to Customer's specifications.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

10.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10.2 Additional Aclara Representations, Warranties, and Covenants. Aclara represents, warrants, and covenants to Customer that Aclara will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally

recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

10.3. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 11. INSURANCE

11.1 Minimum Insurance Coverages.

In the event that Aclara's obligations hereunder require or contemplate performance of Services by Aclara's employees, or persons under contract to Aclara, to be done on Customer's property, or property of the Customer's customers, Aclara agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Customer. Further, in such event, Aclara shall maintain:

(a) General Liability insurance on a one million dollar (\$1,000,000), per occurrence basis; and

(b) Statutory workers compensation insurance.

(c) Cyber Risk Liability and Technology Errors and Omissions Insurance. Aclara shall maintain cyber risk liability and technology errors and omissions insurance with a combined single limit of not less than \$5,000,000.00 in the aggregate. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of Services under this Agreement. Such cyber risk liability insurance shall include coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. No exclusions shall be listed within the policy for unencrypted or portable devices.

(d) Customer shall be provided for as an additional insured or loss payee as its interest may appear on the policy referred to in **Section 11.1(a)** above.

ARTICLE 12. LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, OR DATA OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Each Party's total liability to the other Party in connection with this Agreement, whether in contract or in tort, shall be limited to the aggregate sum of payments made by Customer to Aclara under an applicable SOW or Purchase Order.

ARTICLE 13. FORCE MAJEURE

It is understood that, at times, unavoidable delays result from causes which may reasonably be presumed to be beyond the control of Aclara, or Customer such as: Acts of providence, floods, fortuitous events, unavoidable accidents, riots, strikes, and lock outs. Should the progress of the Services or Deliverables be or seem to be delayed at any time for such causes, the party claiming force majeure shall notify the

counterparty in writing of the occurrence, in order that a record of same may be made. For force majeure events declared by Aclara, a corresponding extension of time for the completion of the Services or Deliverables shall be allowed by Customer. Aclara and Customer shall in good faith use such effort as is reasonable under all the circumstances known to it at the time to remove or remedy the cause(s) and mitigate the damage associated with a force majeure event.

ARTICLE 14. AUDIT RIGHTS

14.1 Audit Rights General.

Customer and its representatives shall have the right to audit activities which are performed under this Agreement on a time and material basis. Aclara will provide access to Aclara personnel, and to data and records, for the purpose of performing audits and inspections to verify the accuracy of Aclara's charges and invoices for Services provided on a time and material basis. Aclara will provide to such auditors and representatives such assistance, as they reasonably require. Aclara will cooperate fully with Customer or Customer's designees in connection with audit functions. If Customer performs such audits via an independent audit firm, Customer will take reasonable steps to ensure that the audit firm will protect the confidentiality of Aclara's Proprietary Information.

(a) If an audit uncovers any overcharge, Aclara shall immediately refund such overcharge (net of any undercharges uncovered by the audit).

(b) Aclara shall maintain and provide access upon request to records, documents and other information required to meet Customer's audit rights under this Agreement until the later of: (i) 3 years after expiration or termination of this Agreement; or (ii) all pending matters relating to this Agreement (e.g., disputes) are closed.

(c) In addition, Aclara shall use commercially reasonable efforts to assist Customer with respect to ensuring that all subcontractors and vendors adhere to and comply with the same requirements herein.

14.2. Aclara shall provide within thirty (30) days of receipt and at no additional cost to Customer, a copy of a SSAE 18 SOC 2 – Type II report of Aclara's measures with respect to electronic data for Hosting and Cloud Services which has been audited by an independent CPA or similarly qualified third party.

ARTICLE 15. GENERAL CLAUSES

15.1 Relationship of the Parties.

Aclara is performing under the Agreement as an independent contractor. Aclara has the sole right and obligation to supervise, control, manage, and direct all work associated with the Deliverables and Services to be performed by all individuals and entities it assigns to perform work under this Agreement, which includes, but is not limited to, its employees, its contractors, and its subcontractors' employees, and Aclara agrees that none of these persons or entities are employees or should be considered employees of Customer. As to these persons or entities Aclara assigns to perform work under this Agreement, Aclara will be solely responsible for: (a) the acts and omissions of all such persons and entities, (b) payment of compensation to such persons and entities, and (c) any injury to such persons in the course of their employment.

15.2 Publicity.

To the extent permitted by law, neither Party may announce or release any information regarding this Agreement or its relationship with the other Party without the other Party's express prior written approval (which may be withheld in the other party's sole discretion). Neither Party shall use any trade name, trademark, service mark or any other information which identifies the other Party or any of the other Party's Affiliates in such Party's sales, marketing and publicity activities, including postings to the Internet, Software Services and Deliverables Agreement 9.2021

interviews with representatives of any written publication, television station or network, or radio station or network without the other Party's express prior written approval. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from making such public disclosures as it, in its sole judgment, may deem appropriate to satisfy such Party's (or such Party's Parent's) disclosure obligations under any applicable law or requirement of any stock exchange.

15.3 Non-Solicitation/No-Hire.

Neither party shall solicit or hire, in any capacity whatsoever, any of the other party's employees involved in this SOW during the term of this SOW and for a period of six (6) months from the expiration/termination hereof, without the express written consent of the other party; provided, however, that nothing shall prevent general solicitations by either party not specifically directed at the other party's employees and any hiring as result of such general solicitations.

15.4 Assignment.

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to an entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. However, Customer has right to terminate agreement if it does not want to proceed with doing business with Affiliate. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.

ARTICLE 16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16.2 Dispute Resolution.

All disputes arising in connection with this Agreement, including any question regarding its existence or validity shall be resolved in accordance with this **Section 16**. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings. In the event that the parties choose arbitration, the decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

16.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in **Article 8**.

ARTICLE 17. NOTICES

All notices, requests and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile (with a copy provided by another means specified in this **Article 17**), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or three (3) business days

Aclara- Hollywood, City of

after the day of mailing, when mailed by U.S. mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

In the case of Aclara:

Aclara Technologies LLC
Attn: Legal
77 Westport Plaza Drive
Suite 500
St. Louis, MO 63146

With a copy (which shall not constitute Notice) to:

Hubbell Incorporated
Attn: General Counsel
40 Waterview Drive
Shelton, CT 06484

In the case of Customer:

City of Hollywood Public Utilities - Director
1621 N. 14th Avenue, Bldg A
Hollywood, FL 33022

With a copy to:
City Attorney
2600 Hollywood Blvd., Rm. 407
Hollywood, Florida 33020

Either Party may from time to time change the individual(s) to receive notices under this paragraph and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

ARTICLE 18. COMPLIANCE WITH LAWS, CODES, AND STANDARDS

18.1 Aclara shall comply with laws applicable to the manufacture of Deliverable and its performance of Services. Customer shall comply with laws applicable to the application, operation, use and disposal of the Deliverables and Services.

18.2 Aclara's obligations are conditioned upon Customer's compliance with all U.S. and other applicable trade control laws and regulations. Customer shall not trans-ship, re-export, divert or direct products other than in and to the ultimate country of destination declared by Customer and specified as the country of ultimate destination on Aclara's invoice.

18.3 Notwithstanding any other provision, Customer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Customer's site or fulfillment of Customer's obligations, except that Aclara shall obtain any license or registration necessary for Aclara to generally conduct business and visas or work permits, if any, necessary for Aclara's personnel. Customer shall provide reasonable assistance to Aclara in obtaining such visas and work permits.

ARTICLE 19. HEADINGS

The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding between the Parties, and they shall not affect the construction and interpretation of this Agreement.

ARTICLE 20. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement.

ARTICLE 21. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

ARTICLE 22. RESERVATION OF RIGHTS

A delay or failure in enforcing any right or remedy afforded hereunder shall not prejudice or operate to waive that right or remedy or any other right or remedy, whether of a similar or different character.

ARTICLE 23. AMENDMENT AND MODIFICATION;WAIVER

No amendment to or modification of this Agreement is effective unless it is in writing identified as an amendment to this Agreement and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

ARTICLE 24. SURVIVAL

The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 2.2(b) Section 2.3(c), Section 7.2, Article 8, Article 9, Article 10, Article 12, Article 15 and Article 24.

ARTICLE 25. ENTIRE AGREEMENT

The Agreement contains the entire agreement and all representations between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

Aclara- Hollywood, City of

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

Aclara Technologies LLC

Signed: _____
Name: _____
Title: _____

City of Hollywood, a municipal corporation of
the State of Florida

Attest:

By: _____
Josh Levy, Mayor

Patricia A. Cerny, MMC
City Clerk

Approved by: _____
David Keller, Interim Finance Director

Approved As To Form And Legal Sufficiency
for the use and reliance of the City of Hollywood,
Florida, only.

Douglas R. Gonzales
City Attorney

ATTACHMENT A- SOFTWARE

I. ACLARAONE® SOFTWARE

IA. Base Software

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Type</u>	<u>Model</u>	<u>Qty</u>	<u>Licensing Parameters</u>	<u>Qty</u>	<u>Product Owner</u>
Aclara	AclaraONE® Unified HE SaaS	SW-3010A		1	Maximum Endpoints ¹	41,173	
					Maximum Utilities	1 ²	

II. THIRD PARTY SOFTWARE - NOT INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Model Type</u>	<u>Qty</u>	<u>Licensing Parameters Parameter</u>	<u>Qty</u>
	RESERVED				

III. THIRD PARTY SOFTWARE - - INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Model Type</u>	<u>Qty</u>	<u>Licensing Parameters Parameter</u>	<u>Qty</u>	<u>Product Owner</u>
	RESERVED					

IV. COMPONENTS INCLUDED AND ASSOCIATED FEES:

ONE TIME FEE

IV.A	AclaraONE® Unified Implementation					\$54,000.00
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¹ Maximum Endpoints count the aggregate sum of all Aclara hardware devices controlled (e.g. meters + DRUs +CSTs +IHDs).

² This software service is for use in Licensee's own utility business. Use of the Software to provide AMI-related services to other utilities/entities (i.e. "Multi-Utility") is strictly prohibited unless otherwise noted and provided for herein.

V. SAAS INCREMENTAL SERVICE FEE:

V.A	AclaraONE Price per Endpoint	\$	1.00
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VI. ANNUAL SERVICES FEES:

VI.A	AclaraONE Unified HE ASP fee Year 1	\$41,173.00
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SaaS annual fees are based on Customer Selected Level of Services. Annual Service Fees are provided for a term of 12 months and are automatically renewable for 12 month Renewal Periods, subject to the annual adjustment beginning in year 2.

EXHIBIT A

Statement of Work

Project Name: City of Hollywood (FL), ("System Owner") AclaraONE Software Upgrade Implementation ("Project").

This Statement of Work ("SOW") and the terms and conditions of the Software Services and Deliverables Agreement ("Agreement") describes the Services to be provided to the System Owner in support of the Project.

Scope of Work

The project scope for the AclaraONE Upgrade Implementation includes professional services (project management, coordination, AclaraONE software solution, product training and software acceptance).

The new solution will support various uses of the components and applications defined in Attachment 1. More detailed requirements will be developed during the requirements task of the project but will remain consistent with Attachment 1 unless mutually agreed by the System Owner and Aclara.

This Statement of Work addresses the implementation services required by the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this SOW and that any such material change requested by the System Owner or as a result of the System Owner's inability to provide agreed upon resources and perform its other responsibilities set forth herein or the result of System Owner errors or omissions may result in a Change Order.

It is understood by Aclara and the System Owner that any material changes to scope will be addressed through a formal amendment to the applicable Statement of Work and if necessary, this Agreement. Material changes are those which specifically will impact budget, scope, timeline and/or resources.

1. Project Approach

The Aclara Services Team ("Aclara Team") assigned to this project will complete the Aclara tasks described in the Statement of Work and will perform work for the System Owner for the duration of the Project from remote locations.

The scope of the services engagement for this SOW is set forth in the attached Attachment 1. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of the System Owner. In addition to the tasks specified in Attachment 1 , the System Owner will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The System Owner shall designate a Project Manager to work with the Aclara Team to facilitate the provision of the Services. Once this SOW is executed, Aclara and the System

Owner will assign resources to the Project. The Aclara Team will work on the Project and provide support as specified by the SOW.

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachment 1. Should the System Owner fail to fulfill those that are applicable to the System Owner, the estimated level of effort, timeline and scope may be subject to change which may result in a Change Order.

3. Scope Estimates

Aclara will support the System Owner by providing a team to complete the scope of work defined in Attachment 1.

Aclara's estimate of the level of effort is based on the following:

- Information provided by the System Owner to Aclara
- Aclara's understanding of the project scope, based on System Owner information

Should the information provided by the System Owner be inaccurate or should Aclara gain additional information during the Project, the work required may be out of scope and the pricing and schedule may be impacted. If so, the additional work will be addressed as an amendment to the SOW.

4. Software Licenses

The AclaraONE software components are licensed in accordance with the Aclara Software Agreement ("Licenses") executed between Aclara and the System Owner. The Licenses cover the integration with the System Owner's single production environment and within the System Owner's current service territory.

5. Changes

Any change to this SOW shall be subject to mutual written agreement of the parties. Aclara shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

Attachment 1 = AclaraONE Software Upgrade Implementation SOW

Attachment 2 = Milestone Schedule

Attachment 1
To
Statement of Work

Project Definition – AclaraONE Software Upgrade Implementation Project

1.0 Project Scope

Included in the purchase of an AclaraONE Software Upgrade Implementation are the Professional Services efforts required to upgrade System Owner's software applications to the latest versions of Aclara's software platform (AclaraONE) as well as migration of up to 25 months of NCC headend metadata and read data to a new AclaraONE Headend environment, and rolling 25 months into the new hosted AclaraONE MDM as defined in Section 1 and Section 2. The purpose of this document is to outline the tasks and deliverables of the Aclara Team and provide the System Owner an overview of the responsibilities and time commitment that will be required of their staff.

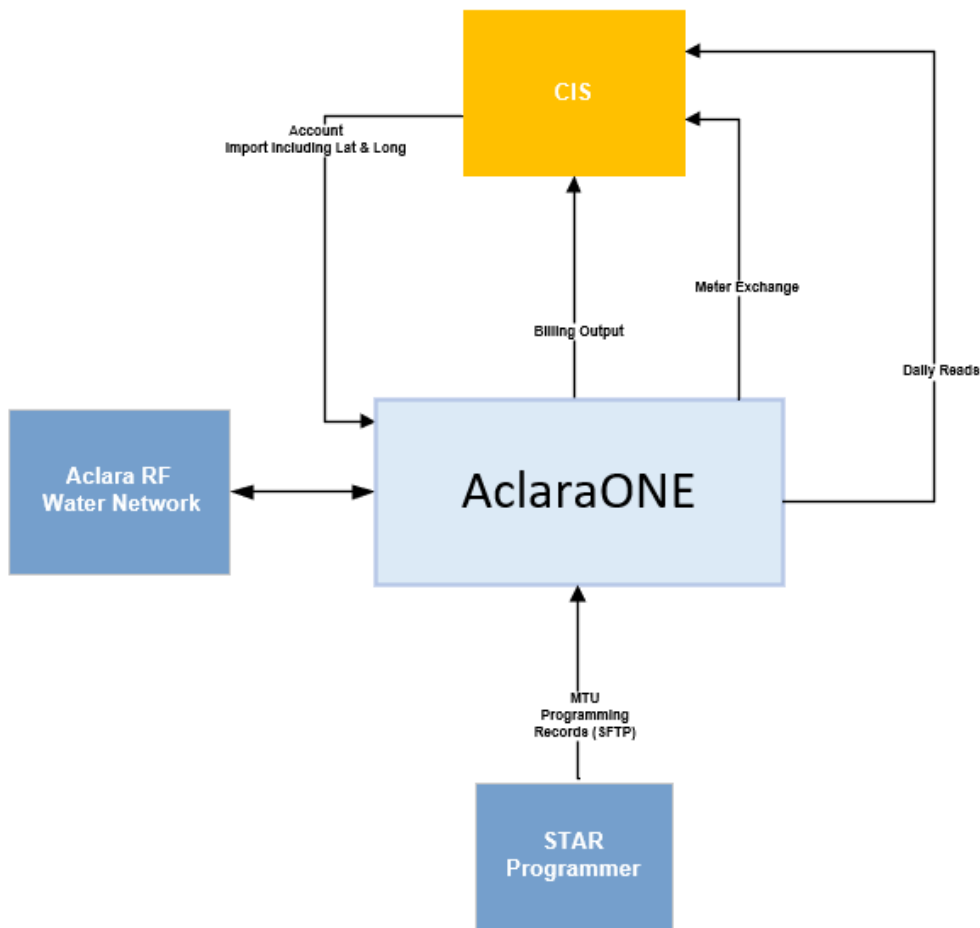


Figure 1: Solution Schematic

1.1 Software Modules Covered

The Software Modules checked below are those that are included in the Project Scope. If System Owner chooses to delay implementation of some of the Modules or Integrations, there may be a Change Order.

Module Name	Commodities*	
	Gas	Water
AclaraONE Unified Headend		
Equipment Menu: DCUs, MTUs, RDDs, Installations		X
Administration Menu: Audit Log		X
Communication Menu: Firmware Status, DCU Firmware Management, MTU Firmware Management, Communications Status, Communications Management		X
ZoneScan (Optional)** Administration Menu: ZoneScan Global Settings, ZoneScan Readings Status, ZoneScan.net		
AclaraONE MDM		
Account Search Menu		X
Total Consumption Menu		X
Events Menu: Event List, Event Trends		X
Report Management		X
Event Summary Dashboard		X
Administration		
Report Group Management		X
Resource Security		X
User Defined Fields Management		X
Event Management		X
Users		X

*Legacy Electric MTU data is not supported in AclaraONE and will not be included in the data migration from NCC to AclaraONE

**ZoneScan menu option becomes available only when ZoneScan is in scope

1.2 Project Services

The implementation shall cover the current service territory for System Owner. Aclara shall provide the Services and perform the Deliverables as identified in the sections below. In the event that System Owner requires Services on any out of scope areas or requests any changes to the core product code, Aclara could provide such Services as additional Services through a separate SOW or Change Order.

1.3 Technical Requirements

Technical requirements will be further defined as part of requirements gathering phase and will be specific to the data integrations referenced in Section 2.0 below. Additionally, the following should be noted:

1.3.1 All AclaraONE Elements

- System Owner shall be responsible for providing users the URL for AclaraONE.
- Aclara will provide access to utility administrator login with training for user creation and administration as outlined in Section 2.0 below.
- System Owner shall be responsible for Microsoft Azure AD user management.

1.3.2 Data Integration

- Aclara will configure and test the AclaraONE side of the interfaces on the new environment. Aclara shall provide integration specifications for the integration points specified in Section 2.0.
- System Owner will develop data integrations specified in Section 2.0 based on Aclara specifications.
- Lat/Long data is required to be provided if not currently included to enhance the visual mapping within AclaraONE. The data can be provided in the existing System Owner Account Import integration below or in a separate file which will be determined during requirements phase.
- If separate file is required for Lat/Long, Aclara will configure, test and implement the AclaraONE side of the interface, while the Purchaser CIS system is responsible for making the necessary changes in Purchaser systems to provide and/or accept data in Aclara standard formats and cover any third-party cost associated. Aclara will help facilitate integration with third party systems and work with all third-party vendors with permission from Purchaser.
- If Lat/Long cannot be provided, and address information is available, Aclara can provide a one-time Geo Coding. The request will be scoped out with a change order.

- System Owner will be responsible for any data cleansing for data cleanup with assistance from Aclara in order to meet Aclara's data specifications and ensure data parameters are consistent between all sets of data.
- Historical data to be included in the initial database migration from NCC to AclaraONE.
 - AclaraONE Headend maintains a retention policy for rolling 25 months of historical data.
 - AclaraONE MDM maintains a retention policy for rolling 25 months of historical data.

2.0 Implementation Approach

The Aclara implementation approach involves the following phases:

Phase 01 Project Planning & Kick-Off

The Aclara project team will begin work upon contract execution and notice to proceed. The Aclara project team will begin the internal preparations for the official launch of the project. The Aclara project manager will coordinate and schedule the System Owner kick-off meeting with the System Owner. During this kick-off phase, Aclara will define the project team organization and introduce the teams, review the project scope and proposed timeline, review the utility's goals and business objectives and develop the communication plan with the System Owner. Aclara will introduce a project manager and other leaders assigned to oversee and coordinate the day-to-day activities of all parties involved. Entry criteria for this phase to begin are defined as the signature of the contract, the assignment of an Aclara project manager and setting an agreed upon project kick-off start date. This phase will be complete once the project teams have been defined, the kick-off meeting has occurred, and the project plan has been reviewed.

Phase 02 Requirements

At the beginning of the implementation process, Aclara meets with the key stakeholders to confirm the detailed functional and integration requirements for the system. Aclara will finalize all software requirements. Aclara will hold software interface requirements sessions and create requirement documents and overall solution architecture specifications.

This phase is complete once the System Owner performs review of requirements.

Phase 03 Installation and Configuration

In this phase, Aclara will install, configure, and test the software components listed below. Aclara will achieve entry criteria by reviewing the signed off requirements. This phase is complete once Aclara and supporting resources install the software solutions, configures interfaces, and completes integration testing.

Software Installation

AclaraONE Headend

1. Setup new hosted environment.
2. Bring new servers to base installation for OS and SQL Server.
3. Install and configure headend application and database.
4. Perform database migration for 25 months historical data from NCC solution to AclaraONE Headend.

AclaraONE MDM

1. Pre-requisite System Owner Task: Grant access to Microsoft Azure Active Directory for new application per provided hosted specifications.
2. Install and configure MDM cloud-based environment.
3. Perform ingestion of up to 25 months historical data to AclaraONE MDM.
4. Setup administrator user.

Interface Configuration

1. Aclara will configure and test the AclaraONE side of the interfaces on the new environment.
 - a. Input Integration

Integration Name	Type	Functions
System Owner Account Import Interface	Flat file	Populate AclaraONE with meter inventory and System Owner account /location details from System Owner's CIS. With the NCC, this process is a scheduled task that executes a batch file that executes a stored procedure. It runs every day at 6:15am. For AclaraONE, Aclara will turn the batch file into a SQL job and schedule with the SQL job scheduler. The archiving that happens with the batch file will need to occur within MoveIT or the stored procedure. The dataset also contains lat/long information.
GIS Interface	Flat file	Populate AclaraONE with Lat/Long for enhanced visual mapping within AclaraONE. The GIS Lat/Long update will be part of the System Owner Account Import Interface since this data is contained in the Account Import file.

- b. Output Integration

Integration Name	Type	Functions
Billing Output Interface	Flat File	Export Billing Read values from AclaraONE to System Owner's CIS. With the NCC, the billing process is a batch script which runs once a day at 8:00am. This process also produces an exception file. The batch file executes a VBS script. Since the System Owner is hosted, Aclara will convert the VBS script due to Aclara's TLS requirements.
Meter Exchange	Flat File	(ASCII) Populate MTU/Meter exchange data from AclaraONE to System Owner's CIS. With the NCC, this is currently a VBS script. Due to Aclara's TLS requirements, Aclara will convert the VBS script.
Daily Reads	Flat File	This process creates a file called DailyReads.csv every day at 8:30am. With the NCC, this is currently a VBS script. Due to Aclara's TLS requirements, Aclara will convert the VBS script.

Phase 04 Integration Testing

This phase extends the interface testing from the previous stage to internally validate the Software end to end functionality – from the meter reading in the AclaraONE Headend through visualizations in the AclaraONE MDM as well as production and validation of a billing interface extract. Exit criteria from this phase is all internal test cases have been executed and no severity 1 or severity 2 issues are present.

Phase 05 User Training

Training for AclaraONE software solution is completed in this phase. Aclara will provide training covering changes in the user interface of the AclaraONE software applications.

Training will be conducted via remote webinar sessions.

Please reference table below for training session information. The below details a recommended training approach that is subject to change as part of the project and agreed upon by both Aclara and System Owner prior to the scheduled training. Additional training or onsite training can be added to scope via an amendment to the Agreement.

Session Name	Onsite (y/n)	Proposed # of Sessions	Duration	Agenda	Recommended Attendance

AclaraONE Basic/CSR Training	N	1-2	2-3 hours	Welcome / Introductions Objectives General Navigation Consumption Tracking Hands-on Exercises Aclara University	3 rd Party Call Center, CSR's, Dispatch, Billing, Collections, Leaders, Conservation and Field Technicians
AclaraONE Admin Training	N	1	1 hour	Administrative functions in AclaraONE including user administration.	Admins

Phase 06 Production Cutover & Software Acceptance

After training and interface testing is complete, Aclara supports the System Owner for cutover of the software solutions so data begins flowing between the Aclara applications and the production environment.

Aclara will provide support for Software Acceptance by hosting a webinar walkthrough of the Software Acceptance Document in Exhibit 1 of the SOW within 5 business days post cutover.

Aclara's responsibility is to support issue resolution, as required.

Exit criteria includes:

1. Software Acceptance has been executed.
2. All Severity 1 and Severity 2 issues have been resolved or a workaround identified.

Severity levels are defined below and apply to issue prioritization throughout the engagement.

Severity Level	Description
1	Requires immediate attention –Service is lost or degraded for all users preventing operation of business
2	Requires priority attention - Service is lost or degraded for single or small number of users, affecting significant business functionality

3	Requires attention – Users can continue business operations, but a problem or issue has been identified that affects operation of business
4	There is a problem or issue that does not affect operation of business

** For the purposes of this table, "users" is defined as all Aclara Utility users of AclaraONE*

The Software Acceptance concludes when System Owner completes walkthrough of Software Acceptance. Any remaining issues are categorized into severity level 3 or 4.

Once Software Acceptance is complete, Aclara will compile all open issues and review the status of these issues with Aclara's Technical Support team and the System Owner's project team. Additionally, by this time the System Owner will be introduced to Aclara's Technical Support operations. All support operations will begin to be managed by this team. The System Owner will be trained on Aclara's Support processes which includes opening support tickets, managing and obtaining status of these tickets. The System Owner will be introduced to the AclaraConnect System Owner portal.

3.0 Deliverables and Milestones by Step

The table below details the milestone deliverables for this project. Delivery dates for each milestone will be communicated at project launch.

Milestone	Deliverables	Payment Milestones Descriptions
1	Contract Execution	<ul style="list-style-type: none"> Contract Execution – This milestone is complete after the contract documents are fully executed by both parties.
2	Project Kickoff	<ul style="list-style-type: none"> Project Kickoff Complete. Aclara will support a kickoff meeting to walkthrough the project schedule, introduce team members and roles, review System Owner responsibility and upcoming tasks. Additionally, during this meeting the project governance will be established. This includes communications plan, team meetings, status reporting, and issues management.
3	Installation and configuration of AclaraONE Software	<ul style="list-style-type: none"> AclaraONE Software installed. This task is complete after the installation of the software in the System Owner's environment.

Milestone	Deliverables	Payment Milestones Descriptions
4	Deliver Training and Training Materials	<ul style="list-style-type: none"> Training complete – Aclara will provide webinar training for Aclara RF network system administrators, field personnel and System Owner service representatives.

4.0 Preliminary Project Schedule

Upon execution of this SOW, Aclara will work with System Owner to schedule the efforts listed above. The following draft schedule will be refined as part of the project kickoff phase and will be dependent on System Owner's ability to complete its deliverables within the required timeline.

	Duration (in Business Days)	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Project Initiation & Kickoff	10 days												
Requirements Gathering & Design	10 days												
Software Installation & Configuration	35 days												
Integration Testing	20 days												
Training	1 day												
Production Cutover	1 day												
Software Acceptance	1 day												
Transition to Support	5 days												
Total # of Days	60 days												

*Start Date is typically 2 months from contract execution date.

Assumptions:

- CIS and Billing vendor resources are available to support the integration requirements discussions and any work on the CIS side to enable the interfaces. If support is delayed and causing impact to ability to continue implementation tasks, it may result in a change order.
- System Owner's CIS vendor to validate files sent to them for accuracy and operability.
- No custom reports or headend software customizations are included in this scope.
- System Owner and Aclara will have project resources available to kick off the project within two-months of contract execution.

- Cutover to occur during business hours Monday – Friday. Other times can be supported with an approved change order.

5.0 Project Governance

System Owner agrees to provide appropriate Project resources including but not limited to, data, information, workspace and appropriate and cooperative personnel, all as necessary to facilitate Aclara's performance of the Services and the System Owner integration.

System Owner will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the System Owner tasks, and any additional personnel, including vendor resources, that may be necessary for System Owner to perform its obligations under the implementation work plan.

- Project Manager – Main point of contact for the Project. Is responsible for scheduling System Owner resources, managing the scope and the System Owner tasks of the Project schedule, facilitating document approvals, and escalating and resolving issues as required by the Aclara.

Aclara will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Aclara tasks, and any additional personnel that may be necessary for Aclara to perform its obligations under the implementation work plan.

- Project Manager - Coordinates scheduling and work assignments, assists in requirements and detailed design, resolves issues and serves as daily interface with the System Owner Project Manager.
- Subject Matter Experts in relevant areas of the application
- Technical resource(s) to complete the integration
- Business Analyst(s) familiar with AclaraONE product and integrations
- Quality Assurance Testing resource(s)
- Escalation resource(s)
- Training resource(s)

6.0 Key Scoping Parameters and Assumptions

The scope detailed in the previous section is the basis for Aclara project costs and delivery schedule. Any deviation from these parameters and assumptions may impact project costs and milestone dates. The following assumptions apply to this engagement:

- The Premise ID remains static (the same) even if there is a meter change out, an MTU change out, a Move-in/Move-out, or any combination of these events.
- System Owner will provide remote access for at least 2 connections into their on-premise environments for Aclara to provide the services described in this SOW. Remote access methodology (e. g. LogMeIn) should not interfere with normal Aclara networking functionality while connected to System Owner's server.
- Travel to System Owner facilities is not anticipated for this engagement and remote access based joint access will be available for issue resolution purposes. If travel is required, the direct costs of travel will be passed on to System Owner.
- Aclara assumes data in System Owner's systems do not require any data cleanup. Any data cleanup will be System Owner's responsibility. Aclara will notify System Owner of bad data when Aclara experiences data issues.
- Webinar based 3-hour session for training included. If additional training is required, the request will be scoped out with an amendment to this Agreement.

Exhibit A – Software Acceptance Document (Example)



AclaraONE *Version X*

Software Acceptance Document

Prepared for: System Owner

Month DD, YYYY

This document and any attachments hereto may contain information that is privileged, confidential or proprietary. Any review, dissemination or use of this document or its contents by persons other than authorized employees of the intended organization is strictly prohibited.

OVERVIEW

Software Acceptance will allow the System Owner to verify delivery of the AclaraONE software. Execution of the functionality described in this document is in support of Acceptance of the software. Aclara will provide support for System Owner Software Acceptance by hosting a one-hour webinar walkthrough of this document.

Pre-requisites to beginning System Acceptance Testing are as follows:

1. AclaraONE in Production with DCU backhaul pointed to AclaraONE
2. AclaraONE Training Complete

ACLARAONE

APPLICATION LOGIN

Description	Activity	Expected Results
Application Login	Launch the AclaraONE site https://portal.aclara.one Login with your AclaraONE credentials	Event Summary Dashboard is displayed by default.

MENUS AND NAVIGATION

Description	Activity	Expected Results
Applications menu	The Applications menu will be expanded by default upon login in.	The following options are displayed. <ul style="list-style-type: none">• MDM• Administration• Billing Management (optional, included only when VEE is in scope)• Reporting• Aclara RF™ water
MDM submenu	From the Applications menu tab click on MDM.	The following menu items are displayed. <ul style="list-style-type: none">• Account Search• Total Consumption• Events<ul style="list-style-type: none">– Event List– Event Trends• Event Summary Dashboard

Administration submenu	From the Applications menu tab Click on Administration.	The following sub-menu items are available. <ul style="list-style-type: none"> • Report Group Management • Resource Security • Event Management • Users
Billing Management submenu (optional, included only when VEE is in scope)	From the Applications menu tab Click on Billing Management	The following sub-menu items are available. <ul style="list-style-type: none"> • Validate, Estimate, and Edit Reads • VEE Manual Editing
Reporting submenu	From the Applications menu tab Click on Reporting	The following sub-menu items are available. <ul style="list-style-type: none"> • Usage History Report • Meter Issues Report
Aclara RF™ water submenu	From the Applications menu tab click on Water RF.	The following sub-menu items are available. <ul style="list-style-type: none"> • Equipment <ul style="list-style-type: none"> ○ DCUs ○ MTUs ○ RDDs (present whether or not RDDs included in scope) ○ Installations • Administration <ul style="list-style-type: none"> ○ Audit Log ○ ZoneScan Global Settings (optional, included only when ZoneScan is in scope) ○ ZoneScan Readings Status (optional, included only when ZoneScan is in scope) ○ ZoneScan.net (optional, included only when ZoneScan is in scope) • Communication <ul style="list-style-type: none"> ○ Firmware Status ○ DCU Firmware Management ○ MTU Firmware Management ○ Communication Status ○ Communication Management
Help Menu	Click the Help link on the upper right corner of the screen.	View Help and/or Ask on AclaraConnect options available.

Attachment 2
to
Statement of Work

Implementation Payment Milestones Schedule

1 – AclaraONE Implementation Fees (One-Time)

A. Project Milestones – AclaraONE -Unified HE -SaaS Implementation fees - \$54,000.00

	Milestone	Milestone %	Payment \$
2	Project Kickoff Meeting Complete	50%	\$27,000.00
4	Conduct Product Training	50%	\$27,000.00
	TOTAL	100%	\$54,000.00

EXHIBIT B
FEES

LEVEL OF MAINTENANCE SERVICES SELECTED

Customer: City of Hollywood
Address: 41600 S. Park Road, Hollywood, FL 33021

1. **Billing frequency is annually in advance.**
2. ☐ **If a Purchase Order number is required on Aclara invoices, please check here.**
- A. Selected Maintenance Level On-Premise (check one) (Annual First Term Price shown):
- ☐ Base \$ _____
- ☐ Premier \$ _____
- B. ☒ **Premier SaaS ASP Fee Year 1** \$ **41,173.00**
- C. ☐ SaaS Mobile Programmer ASP Fee Year \$ _____
3. **Supplemental Services:**
- A. ☐ System Monitoring Service, Tier \$ _____
- ☐ DCU Maintenance Service, Tier \$ _____
- B. ☐ Aclara Wireless Network 100 MB \$ _____
4. **Customer Designated Contact Information:**

Designated Renewal Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

EXHIBIT C-1
Software Services Schedule
(Not Applicable to Profield® Software Solution)

1. Definitions. For the purpose of this Exhibit, the following definitions shall apply:
- A. **“Aclara Holidays”** means New Year’s Day, Dr. Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve.
 - B. **“Additional Services”** means services offered by Aclara for improvements and/or enhancements to the Customer’s System that are not covered by this Agreement, but may be offered and provided at the rates set forth on Schedule 2 hereto.
 - C. **“Classroom Training”** means training offered by Aclara at its facility.
 - D. **“Customer Portal”** means an electronic gateway to a secure entry point via Aclara’s website at www.Aclara.com that allows Aclara customers to log in to an area where they can view and download information or request assistance regarding Issues with the System.
 - E. **“Customer Site Training”** means Aclara providing its training at the Customer’s facility at the then current terms and pricing published on the Aclara Customer Portal. The training may be customized to meet the Customer’s needs.
 - F. **“E-Learning”** means on-line training offered by Aclara via the Internet.
 - G. **“Issue”** means a problem with the System identified by the Customer, which requires a response by Aclara to resolve.
 - H. **“Maintenance Services”** means activities to investigate, resolve Issues and correct product bugs arising from the use of the Software in a manner consistent with the published specifications and functional requirements defined during implementation.
 - I. **“Patch”** means a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.
 - J. **“Renewal Term”** means each of one or more consecutive twelve (12) month periods following the Initial twelve (12) month Term of this Agreement.
 - K. **“Severity Level”** means a designation of the effect of an Issue on the Customer’s use of the System. The Severity of an Issue is initially defined by the Customer and confirmed by Aclara. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Aclara analysis of impact to business. The four Severity Levels are:

Severity Level	Description
1	Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.

Severity Level	Description
2	Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.
3	Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.
4	There is a problem or issue with no loss of service and no business impact.

L. **“Software Revision”** means an update to the released version of the Software code which consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included as a part of this Agreement.

M. **“Target Response”** refers to the period of time between a Customer’s initial contact with Aclara to report an issue (by phone, email or through the Customer Portal, thereby creating a ticket which has been assigned a number for tracking purposes) and Aclara’s initial contact back to Customer to begin investigation of the reported Issue.

N. **“Training Services”** means all training provided by Aclara to the Customer, including but not limited to Classroom Training, E-Learning Training and Customer-Site Training.

2. Scope

A. **Maintenance Services Provided.** Aclara shall provide Maintenance Services at the Premier level as designated in Schedule 1, Level of Maintenance Services Selected. The following are included as part of this Agreement:

1. **Aclara Software Revisions and Patches.** Aclara shall provide Software Revisions and Patches to the Customer as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and Patches as soon as reasonably practicable after the Software Revisions and Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Customers when available.

B. **Response to Issues.** Aclara will provide verbal or written responses to Issues identified by the Customer in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined in Schedule 1, Level of Maintenance Services.

C. **Service Limitations.** The following limitations apply to Maintenance Services under this Agreement.

1. During Renewal Term, certain follow-up training is provided as outlined in Schedule 1, Levels of Maintenance Services. Additional training is available and may be purchased. Please contact Aclara Customer Support at 1-800-892-9008 for training requirements and fees.

2. Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Aclara as an interface or peripheral to the Software.
3. Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.

3. Hosting

- A. Aclara will host the ACLARA RF Server Sites in a secure, 24/7 environment according to the terms established below and the terms of the Maintenance Agreement to which this Exhibit D is attached.
- B. Aclara will use commercially reasonable efforts to provide a high level of site uptime. It is our goal to provide at least 98% uptime. This means a total of no more than approximately 15 hours of unscheduled down time within a month. This goal excludes scheduled maintenance and upgrades, failure caused by the Internet or Licensee software, events of force majeure, or downtime caused by any other factor beyond Aclara's reasonable control.
- C. Aclara will refund up to a percentage (see table below) of the total Hosting Fee for the month if up time performance, with the exclusions noted above, is not met based upon the following table. This table applies to the prime time period only. Downtime is defined as the site being unavailable for customer or staff use.

Average Uptime for the Month	Refund of monthly fee
97% or better	0%
95% – 96.99%	5%
Below 95%	10 %

- D. Aclara will use commercially reasonable efforts to prevent more than 1 hour of continuous down time during prime time (defined as 8AM to 12 AM EST) every day; and to prevent more than 6 hours of continuous down time during non-prime time (defined as the hours between 12:01 AM to 7:59 AM (EST), with the same exclusions as noted above.
- E. Generally, Aclara performs all scheduled system maintenance and upgrades during non-prime time or off-peak hours. Aclara will provide Licensee with as much advanced notice of scheduled downtime as reasonably possible.
- F. During any period of downtime of the Private Label Site(s) or any components of more than 30 minutes in duration, Aclara will provide notice to users by posting a web page that indicates that the site is temporarily unavailable due to routine maintenance and to please come back later.
- G. Aclara will provide e-mail notice to appropriate Licensee staff if there will be more than thirty (30) minutes down time of the Private Label Site(s) or any components. Notice will include at least a brief description of the reason for the down time and an estimate of the time when Licensee can expect the site to be up and available.
- H. Aclara will provide Licensee access to a client portal that will be used to report issues and review maintenance and upgrade schedule. Licensee agrees to make good faith efforts to notify Aclara in advance whenever unusually heavy traffic is expected because of promotions or other factors.
- I. Aclara will use commercially reasonable efforts to respond within thirty (30) minutes during prime time hours or within six (6) hours during non-prime time hours to any issue categorized as Severity 1 (as defined herein) that is posted by Licensee through the reporting tool.
- J. Aclara will store customer data on mirrored drives and arrange for daily backup daily all customer data, with backup tapes moved to offsite storage regularly.
- K. Aclara will use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Aclara at its deployment location.

- L. Aclara agrees to maintain firewall protection and redundant, high speed Internet connections for the Private Label Site(s).

2. **Maintenance and Support**

A. **Standard Maintenance Services**

Maintenance includes all new versions, error corrections, enhancements and improvements to the Program functionality licensed to Licensee, as the same are released to Aclara's Licensees generally. Aclara will provide updates to the application in accordance with the standard release cycle and will provide release notes to Licensees in advance of the release. At Licensee's request, Aclara will provide technical assistance in identifying and resolving issues with the Program's failure to conform to its specifications.

B. **Ongoing Support Services**

- 1) In the event that the Licensee sends invalid data to Aclara in the data integration, Aclara will notify the Licensee and the Licensee will adjust their data transfer process to correct the issue.

2) **Ongoing Release Testing**

- a. Aclara Service Level Agreement (SLA) applies to the production environment only. SLA on the test environment can be provided at an additional cost.

LEVELS OF MAINTENANCE SERVICES

Technical Support: <i>Technical Support is available during the hours of 6:30am- 6:00pm Monday-Friday US Central Time, excluding Aclara Holidays and weekends, toll-free at 800-892-9008.</i>	
24x7 Technical Support: <i>Technical Support is available between the business hours of 6:30am to 6pm US Central Time by accessing the Aclara Customer Portal (or Toll-free at 800-892-9008, if access to the Customer Portal is not readily available to Customer). On-call technical support is available after 6pm and before 6:30am Central Time 24-hours a day/7 days a week/365 days a year, including Aclara Holidays and weekends. Such after hours support is provided for Severity 1 and 2 issues only. Non Severity 1 or 2 items will be addressed during the standard business hours of 6:30am-6:00pm US Central Time.</i>	X
Target Response Time – Severity 1: <i>Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i>	<2 hours
Target Response Time – Severity 2: <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i>	<4 hours
Target Response Time – Severity 3: <i>Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i>	<6 hours
Target Response Time – Severity 4: <i>There is a problem or issue with no loss of service and no business impact.</i>	<1 business day
Access to Aclara Customer Portal (www.aclara.com): <i>Customer will receive individual user names/passwords to the Aclara Customer Portal, as well as have access to Issue Management Reports for each case generated by Customer.</i>	X
Follow-up Aclara Classroom Training. <i>Training is available at Aclara’s facilities as listed on the Aclara Customer Portal. The maximum number of Customer’s employees attending any Classroom Training session is three (3).</i>	No Maximum Number of Classes
Aclara Web based E-Learning classes. <i>Certain E-Learning classes are available as listed on the Aclara Customer Portal to an unlimited number of Customer employees per course at the prices listed on the Aclara Customer Portal.</i>	No Cost

Exhibit C-2
Software Deliverable Support Services Schedule

2. **Definitions.** For the purposes of this Exhibit, the following definitions shall apply:
- O. **“Aclara Holidays”** means New Year’s Day, Dr. Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve.
 - P. **“Aclara Technology System” (or “System”)** means the system comprised of, in part 1) the Hardware purchased from Aclara by Customer, and 2) the Software licensed by Aclara to Customer under the terms of the Software License Agreement.
 - Q. **“Additional Services”** means services offered by Aclara for improvements and/or enhancements to the Customer’s System that are not covered by this Agreement, but may be offered and provided at the rates set forth on Schedule 2 hereto.
 - R. **“Classroom Training”** means training offered by Aclara at its facility.
 - S. **“Customer Portal”** means an electronic gateway to a secure entry point via Aclara’s website at www.Aclara.com that allows Aclara customers to log in to an area where they can view and download information or request assistance regarding Issues with the System.
 - T. **“On-Site Maintenance Services”** means Aclara providing Maintenance Services at the Customer’s facility at the then current rates stated in Schedule 2, Time and Material Rates, attached hereto.
 - U. **“Custom Enhancement”** means any improvement, modification or addition that, when made or added to the Software or Third Party Licensed Software, changes its utility, efficiency, functional capability or application. Custom Enhancements are not included as part of this Agreement.
 - V. **“Customer Site Training”** means Aclara providing its training at the Customer’s facility at the then current terms and pricing published on the Aclara Customer Portal. The training may be customized to meet the Customer’s needs.
 - W. **“Delivery”** means, in the case of Software provided hereunder (and as applicable), (i) the remote installation of the Software by Aclara on the Customer-provided Designated Equipment; or (ii) delivery of the Designated Equipment provided by Aclara on which the Software is installed; or (iii) the loading of the software to an FTP site for Customer’s availability to download. “Delivery” means, in the case of Services provided hereunder, the periodic performance of such Services as described herein.
 - X. **“Error”** means any failure of Software to conform in all material respects to the requirements of this Agreement or Aclara’s published specifications. Any nonconformity resulting from Customer’s misuse, improper use, alteration or damage of the Software, the combination of the Software with any hardware or software not supplied by or authorized by Aclara, or any other condition beyond the control of Aclara, shall not be considered an Error.
 - Y. **“Error Correction”** means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

Z. **“E-Learning”** means on-line training offered by Aclara via the Internet.

AA. **“Hardware”** means the equipment supplied by Aclara which may include the Substation Communication Equipment (SCE), Remote Communications Equipment (RCE), Test Equipment, Meter Transmission Unit (MTU), Data Collection Unit (DCU) and MTU programmer.

BB. **“Issue”** means a problem with the System identified by the Customer, which requires a response by Aclara to resolve.

CC. **“Maintenance Services”** means activities to investigate, resolve Issues and correct product bugs arising from the use of the Software in a manner consistent with the published specifications and functional requirements defined during implementation.

DD. **“Patch”** means a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.

EE. **“Renewal Term”** means each of one or more consecutive twelve (12) month periods following the Initial twelve (12) month Term of this Agreement.

FF. **“Severity Level”** means a designation of the effect of an Issue on the Customer’s use of the System. The Severity of an Issue is initially defined by the Customer and confirmed by Aclara. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Aclara analysis of impact to business. The four Severity Levels are:

Severity Level	Description
1	Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.
2	Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.
3	Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.
4	There is a problem or issue with no loss of service and no business impact.

GG. **“Software Version”** means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. Software Versions are not provided or included as part of this Agreement.

HH. **“Software Revision”** means an update to the released version of the Software code which consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included as a part of this Agreement.

- II. **“Target Response”** refers to the period of time between a Customer’s initial contact with Aclara to report an issue (by phone, email or through the Customer Portal, thereby creating a ticket which has been assigned a number for tracking purposes) and Aclara’s initial contact back to Customer to begin investigation of the reported Issue.
- JJ. **“Third Party Licensed Software”** shall have the meaning as it is defined in Attachment A.
- KK. **“Training Services”** means all training provided by Aclara to the Customer, including but not limited to Classroom Training, E-Learning Training and Customer-Site Training.

2. Scope

- D. **Software Maintenance.** The Software maintained under this Schedule shall be the Software set forth in Attachment A as a Software Deliverable. Any additional Software Deliverables for which a license is obtained by the Customer from Aclara shall be governed by this Schedule and the pricing for Maintenance Services adjusted accordingly.
- E. **Levels of Maintenance Services.** Two (2) Levels of Maintenance are available to Customer under this Agreement. Each level is identified and described in Schedule 1, Levels of Maintenance Services attached hereto and made a part hereof. Customer may, at its option, change the Level of Maintenance for any subsequent Renewal Term, provided Customer gives Aclara written notice of the requested change no less than thirty (30) days prior to the end of the Initial Term or then current Renewal Term.
- F. **Maintenance Services Provided.** Aclara shall provide Maintenance Services at the level selected by the Customer as designated in Schedule 1, Level of Maintenance Services Selected. The following are included as part of this Agreement:
1. **Aclara Software Revisions and Patches.** Aclara shall provide Software Revisions and Patches to the Customer as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and Patches as soon as reasonably practicable after the Software Revisions and Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Customers when available.
 2. **Third Party Software Revisions.** At the option of Aclara, periodic Software Revisions of the Third Party Licensed Software will be provided by Aclara without further charge provided the following conditions are met: (i) the Software Revision corrects a malfunction in the Third Party Software that affects the operation of the Software; and (ii) the Software Revision has, in the opinion of Aclara, corrected malfunctions identified in the Aclara Technology System and has not created any additional malfunctions; and (iii) the Software Revision is available to Aclara. Customer is responsible for obtaining and installing the Software Revision if the Third Party Software was not licensed to Customer by or through Aclara. Software Revisions to Third Party Licensed Software provided by Aclara are specifically limited to the Third Party Software identified and set forth in the Software License Agreement. Any associated Hardware or Hardware modifications required to support revisions of Third Party Software are not included under the terms of this Agreement.
- G. **Response to Issues.** Aclara will provide verbal or written responses to Issues identified by the Customer in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined in Schedule 1, Level of Maintenance Services.
- H. **Service Limitations.** The following limitations apply to Maintenance Services under this Agreement.

1. New Software Versions are not included as a part of this Agreement. Such Software Versions will be offered to Customer for additional fees and costs.
2. Services requested by Customer for assistance with installation or implementation of Software Revisions and Patches are not included in this Agreement, but are offered to the Customer on a time and materials basis at the rates stated in Schedule 2 hereto.
3. System administration, database maintenance and recovery, server malfunctions, database backup processes, management and training services, master station computer equipment repair are not included as part of this Agreement.
4. Maintenance services shall be limited to the latest Software Revision within the last two (2) years in accordance with Section 3.E below. All code changes, Enhancements or fixes will be incorporated into the latest Software Revision or a future Software Revision. Aclara has no obligation to make code changes, Enhancements or fixes to previous Software Revisions.
5. Maintenance Services do not include costs incurred by Aclara while investigating problems that are the result of Customer's negligence, misuse, or unauthorized application, alteration, or modification of the Software, Hardware, or interfaces to the equipment configuration, which shall be invoiced to Customer on a time-and-material basis at Aclara's then current published rates. The current rates are set forth on Schedule B hereto.
6. Services offered outside of Maintenance Services as noted in Schedule C-3, Supplemental Services attached hereto are not included in this Agreement. Such additional services are available and may be provided upon Customer's request at the fixed price established on Schedule C, and if no fixed price is established, in accordance with the terms and rates provided in Schedule B hereto.
7. During Renewal Term, certain follow-up training is provided as outlined in Schedule 1, Levels of Maintenance Services. Additional training is available and may be purchased. Please contact Aclara Customer Support at 1-800-892-9008 for training requirements and fees.
8. Aclara shall consider and evaluate the development of Custom Enhancements for the specific use of Customer and shall respond to Customer's requests for Custom Enhancements or other additional services pertaining to the Software. Such Custom Enhancements or additional services shall be subject to a separate charge in accordance with Aclara's then in effect rates. The current rates are listed on Schedule 2 hereto.
9. Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Aclara as an interface or peripheral to the Software.
10. Maintenance Services do not include any problem resulting from the combination of the Software with such other programming or equipment unless such combination has been approved by Aclara.
11. Maintenance Services do not include any problem caused by changes to other software (including releases and patches), interfaces or systems connected to the Software

including but not limited to changes of operating systems database servers, web servers, and communications software.

12. Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.
13. Customer specific testing and reimplementation of Custom Enhancements are not part of this Agreement.

Customer will be responsible to pay Aclara for time or other resources provided by Aclara to diagnose or attempt to correct any of the items set forth above in this Section 2.F., at Aclara's then current time and material rates. If Aclara incurs expense in servicing claims which are later shown to result from any of the above activities, Customer shall pay Aclara the costs associated with the performance of such service. Aclara's time and material rates are attached hereto as Schedule 2. Aclara, in its sole discretion, may change these rates from time to time with thirty (30) days advance notice to Customer.

3. Customer Responsibilities

A. Backups. Customer shall maintain a current backup copy of all Software and databases. Customer shall perform regular daily backups of its data, and weekly backups of its entire system maintained under this Agreement.

B. Notification of Issues

During the hours between 6:30 a.m. and 6:00 p.m. Central Time on Monday through Friday, excluding Aclara Holidays:

1. Customer shall provide Aclara with timely notification of any new System issues by one of three methods:
 - b. By entering the problem on the Aclara Customer Portal (See Note 1 below);
 - c. Contacting Aclara Customer Support at **1-800-892-9008**; or
 - d. Emailing the problem to support@aclara.com

Note 1: Customer's utilization of the Aclara Customer Portal is the preferred method for Issue notifications.

2. Premier Level. Selection of the Premier level of services provides technical support for Severity 1 and 2 issues, 24 hours per day; seven (7) days per week; 365 days per year. All Severity 1 and 2 notifications submitted between the hours of 6:00 p.m. and 6:30 a.m. Central Time (Monday through Friday, Weekends and Aclara Holidays) must be submitted through the Aclara Customer Portal. If Customer cannot readily access the Aclara Customer Portal, Customer may contact Aclara at the "800" number listed above. Premier Level Customers will receive priority treatment over Base Level Customer when resources are allocated to competing, same-priority issues.
3. Base Level. Selection of the Base level of services ensures tickets will be processed on the next business day within the normal business hours (6:00 p.m. and 6:30 a.m. Central Time) noted on Schedule 1, Levels of Maintenance Service. If an emergency arises, Aclara does offer support for

Issues arising during other than normal business hours at the Time and Material Rates set forth in Schedule B hereto.

- C. Technical Staff. Customer shall be responsible for maintaining sufficient suitably trained technical staff to operate and maintain the System on a day-to-day basis, including backing up the Software and report handling. Aclara training for designated contacts shall be made available to Customer.
- D. Support for Problem Investigation. Customer shall support all reasonable requests by Aclara as may be required in problem investigation and resolution. For troubleshooting purposes, Aclara may need remote system access to Customer's system.
- E. Maintain Current Software Revision. Customer shall install new revisions of defined Software in the production environment within two (2) years of receipt of the Software Revision. Customer shall maintain the required version of the Third Party Licensed Software, if applicable, specified by Aclara for each released Software Revision provided. Aclara Error Corrections will be provided on Aclara's latest release of the Software Revision.
- F. Additional Requirements. Customer is responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and obtain Maintenance Services from Aclara.
- G. Designation of Point of Contact. Customer shall assign an individual or individuals to serve as the designated contact(s) for all communication with Aclara during Issue investigation and resolution.
- H. Discovery of Errors. Upon discovery of an Error, Customer agrees, if requested by Aclara, to submit to Aclara a listing of output and any other data that Aclara may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
- I. Test Environment. If Customer elects to purchase a test environment, Customer should maintain a test copy of the Program and a separate test data base (other than Customer's production database) and shall test all new Software Revisions, Patches, Custom Enhancements, hotfixes and Error Corrections before integrating them into system productions.
- J. Technical Infrastructure Management. Customer shall manage hardware, software, network, storage, database, and peripheral devices for optimal operating performance and availability as required by end users.
- K. Proactive Monitoring. Unless Customer elects to purchase the Supplemental Service "AMI Advanced System Monitoring Service" set forth in Exhibit C-3, Customer shall regularly monitor the hardware, software and infrastructure that support the Software application. Customer shall define system (OS/Oracle) level event logging, notification and escalation procedures, and detect and react to events. Customer shall regularly monitor event logs, server logs, and other debug information generated by the application to proactively identify problems.
- L. Acceptance. On or before ten (10) business days after Aclara's release of a new Custom Enhancement, hotfix or Error Correction that Aclara issues in response to an Error Report, Customer shall test and notify Aclara if there are any problems that need further resolution, or if Customer accepts the solution, Customer shall send such notification to Aclara's e-mail support address. If Aclara receives neither a request for further assistance nor an acceptance of the solution, the solution will be deemed accepted by Customer, and Aclara will have no further obligation to maintain the Software in its earlier form or version. Problems arising from the aforementioned items requiring further resolution will be included as part of this Agreement.

- M. Routine System Management. Customer shall monitor the system logs and database and perform routine system and database management to ensure proper system operation.

**SCHEDULE 1
LEVELS OF MAINTENANCE SERVICES**

	Base	Premier
Technical Support: <i>Technical Support is available during the hours of 6:30am- 6:00pm Monday-Friday US Central Time, excluding Aclara Holidays and weekends, toll-free at 800-892-9008.</i>	X	
24x7 Technical Support: <i>Technical Support is available between the business hours of 6:30am to 6pm US Central Time by accessing the Aclara Customer Portal (or Toll-free at 800-892-9008, if access to the Customer Portal is not readily available to Customer). On-call technical support is available after 6pm and before 6:30am Central Time 24-hours a day/7 days a week/365 days a year, including Aclara Holidays and weekends. Such after hours support is provided for Severity 1 and 2 issues only. Non Severity 1 or 2 items will be addressed during the standard business hours of 6:30am-6:00pm US Central Time.</i>		X
Target Response Time – Severity 1: <i>Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i>	<4 hours	<2 hours
Target Response Time – Severity 2: <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i>	<1 day	<4 hours
Target Response Time – Severity 3: <i>Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i>	<2 days	<6 hours
Target Response Time – Severity 4: <i>There is a problem or issue with no loss of service and no business impact.</i>	<3 business days	<1 business day
Access to Aclara Customer Portal (www.aclara.com): <i>Customer will receive individual usernames/passwords to the Aclara Customer Portal, as well as have access to Issue Management Reports for each case generated by Customer.</i>	X	X
Follow-up Aclara Classroom Training. <i>Training is available at Aclara's facilities as listed on the Aclara Customer Portal. The maximum number of Customer's employees attending any Classroom Training session is three (3).</i>	Aclara List Price	No Maximum Number of Classes
Aclara Web based E-Learning classes. <i>Certain E-Learning classes are available as listed on the Aclara Customer Portal to an unlimited number of Customer employees per course at the prices listed on the Aclara Customer Portal.</i>	Aclara List Price	No Cost

SCHEDULE 2

TIME AND MATERIAL RATES

Additional Services may be provided at the Customer's request in accordance with the following Time and Material Rates (hereinafter referred to as "Rates"³).

Rates:

1. The following Rate categories have been defined for Aclara technical staff:

Professional Services Staff	Hourly Rate	Off-hours hourly rate
Sr. Technical Advisor	\$250	\$375
Program Manager	\$300	\$450
Product Manager	\$300	\$450
Project Manager	\$250	\$375
Field Supervisor	\$180	\$270
Sr. Systems Engineer/Sr. QA	\$250	\$375
Sr. Business Analyst	\$250	\$300
DBA/Application Consultant	\$200	\$300
Systems Engineer/QA/UI	\$200	\$300

3. Rate Adjustments.

The above hourly rates are in U.S. Dollars and are subject to annual adjustment up to five percent (5%).

4. Service Charges.

A. Services will be charged at the applicable Rates as follows:

- 2) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara's normal business hours of 6:30 a.m. - 6:00 p.m. Central Time, Monday through Friday, excluding Aclara Holidays.
- 3) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara's normal business hours of 6:30 a.m. – 6:00 p.m. Central Time, Monday through Friday excluding Aclara Holidays.

B. If Aclara is requested to travel to the Customer's site to provide Services, the costs and expenses associated with such travel will be borne by Customer and invoiced as set forth below.

³Rates exclude any applicable taxes and the like.

- 1) Travel Expenses: Unless otherwise mutually agreed, Aclara's travel expenses for On-Site Services shall include, but are not limited to airfare, lodging, meals, automobile rental, fuel, parking and associated administration fees, and will be charged to Customer on an actual basis.
- 2) Portal to Portal Invoices: Travel time for On-Site Maintenance Services will be invoiced to Customer on a portal-to-portal basis at Aclara's On-Call Hourly Rates.

4. **Pre-Purchased Support Hours**

- A. Pre-purchased software support hours are a block of hours intended to cover Software issues that are not covered under this Agreement, thereby allowing the Customer added flexibility to utilize Aclara's services without generating a Change Order. Should Customer request services which are not included in this Agreement and desire to utilize the pre-purchased hours, Aclara shall provide the Customer with an estimated number of hours required to resolve such request. The Customer may then advise Aclara either to stop working, sign and fund a Change Order, or use the pre-purchased support hours to resolve the request. Aclara reserves the right to decline the Customer's request, depending on the nature of the request.
- B. Pre-purchased support hours may be purchased at any time during the term of this Agreement. Pre-purchased support hours expire upon termination of this Agreement or within one year after purchase (regardless of use), whichever occurs first.
- C. Pre-purchased software support hours are offered in the following increments and volume discounts:

40 hours	Hourly Rates listed in Section 1 above.
80 hours	5% discount
120 hours	10% discount

Exhibit C-3
Supplemental Services

1. AMI System Monitoring Service

A. Tiered Annual Fees:

Tier 1 (Less than 1,000 endpoints) \$ 2,000.00
Tier 2 (1,001 to 10,000 endpoints) \$ 4,000.00 + \$.22 per endpoint over 1,001
Tier 3 (10,001 to 25,000 endpoints) \$ 6,000.00 + \$.13 per endpoint over 10,001
Tier 4 (25,001 to 50,000 endpoints) \$ 8,000.00 + \$.08 per endpoint over 25,001
Tier 5 (50,001 to 100,000 endpoints) \$10,000.00 + \$.05 per endpoint over 50,001
Tier 6 (Greater than 100,000 endpoints) Please contact Aclara for pricing

- B. Aclara's AMI System Monitoring service is designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the head-end software, and provide health status of your AMI system to minimize system downtime. Aclara will deliver a weekly diagnostic report that will identify issues which could affect the successful operation of your Aclara AMI system. The major components of the system that will be analyzed include:
- Head-end software
 - Data Collector Units (DCU)
 - Meter Transmitting Units (MTU)
 - Field programmers
- C. Aclara's proactive approach is to look for any condition out of the ordinary and will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:
- Battery voltage loss
 - Reading reception loss
 - File processing errors
- D. Customers will be notified about the issues found, the recommended steps to solve the problem, and the path for any required escalation. Aclara will provide:
- A snapshot of the AMI system's health
 - Generation of incident tickets, investigation and if needed, scheduling of work orders
 - Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters
- E. The AMI System Monitoring Service requires that Aclara be allowed the following access and functionality:
- Install the required tracking scripts on Customer's head-end system
 - Necessary data must be allowed to be passed from Customer's head-end system to Aclara for analysis
 - Aclara must have reliable remote connectivity to Customer's System

2. AMI Advanced System Monitoring Service

A. Annual Fee:

- Pricing available upon request

B. Aclara's AMI Advanced System Monitoring service is a near real-time interactive tool designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the head-end software, and provide health status of your AMI system to minimize system downtime. Aclara will enable an interactive dashboard you can access at any time both for viewing summary reports and drilling down into specific details, and also deliver a weekly summary report. Additionally, Aclara will schedule and execute a monthly review call with designated Customer resources to review the state and performance of the network since the last review.

C. The major components of the system that will be analyzed include:

- Head-end software
- Data Collector Units
- Meter Transmitting Units
- Field programmers

D. Not only will the interactive tool and access be made available, but Aclara will proactively monitor your network looking for any condition out of the ordinary. Such conditions will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:

- Battery voltage loss
- Reading reception loss
- File processing errors

E. Customers will be notified about the issues found, recommended steps to solve the problem, and the path for any required escalation. Aclara will provide:

- A snapshot of the AMI system's health
- Generation of incident tickets, investigation and if needed, scheduling of work orders
- Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters

F. The AMI Advanced System Monitoring Service requires that Aclara be allowed the following access and functionality:

- Install the required tracking scripts on Customer's head-end system
- Necessary data must be allowed to be passed from Customer's head-end system to Aclara for analysis
- Aclara must have reliable remote connectivity to Customer's System
- Identified Customer resources and regularly scheduled monthly review session

3. AMI DCU Maintenance Service

A. Tiered Annual Fees:

Tier	DCU (Low End)	DCU (High End)	Price / DCU
Tier 1	1	15	\$ 550.00
Tier 2	16	30	\$ 500.00
Tier 3	31	50	\$ 450.00
Tier 4	50	1000	Call for Pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU.

- B. Aclara's AMI DCU Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty. The Service covers all electronics including the Aclara provided WAN module and solar cell, but excludes the mounting frame, mounting hardware, and battery.
- C. The Service does not include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightening damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.
- D. Upon notification from Customer of DCU failure, Aclara will diagnose the DCU. If a failure occurs to a DCU covered under the Agreement, the unit will be repaired or replaced, at Aclara's option, at no additional cost to Customer. If the Customer has entered into a System Monitoring agreement with Aclara, Aclara will normally identify the problem as part of its System Monitoring and will take the necessary steps to resolve the problem. The Customer is responsible for arranging access to DCU sites before Aclara can take action.
- E. Customer's electing the Aclara AMI DCU Maintenance Service must purchase the service for all DCUs in the AMI network; Aclara AMI DCU Maintenance Service may not be purchased on an individual, case-by-case basis.

4. AMI DCU Preventative Maintenance Service

A. Tiered Annual Fees:

- Tier 1 (Less than 15 DCUs) \$ 800.00 per DCU per year
- Tier 2 (16 to 30 DCUs) \$ 750.00 per DCU per year
- Tier 3 (31 to 50 DCUs) \$ 700.00 per DCU per year
- Tier 4 (Greater than 50 DCUs) Please contact Aclara for pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU either during a covered repair or a preventative visit.

- B. Aclara's AMI DCU Preventative Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty, as well as provide periodic on-site maintenance and inspection of all DCUs in a covered deployment (at 5 year intervals from installation).
- C. The service covers all electronics including the Aclara provided WAN module and solar cell, but excludes the mounting frame, mounting hardware and battery – excepting the periodic preventative inspection as listed below.
- D. Beyond break/fix as above, this Service encompasses the following preventative maintenance service:
1. At year 5 after installation (and again at year 10 if the coverage is maintained uninterrupted) Aclara will visit all DCUs and perform the following service at each DCU:
 - Document and confirm each DCU's configuration
 - Replace the DCU backup battery
 - Inspect and replace where needed: antennas, antenna cables, and solar panels
 - Inspect mounting hardware: replace as needed (hardware costs are not covered, will be charged on a time and materials basis)
 - Clean and adjust chassis and solar panel
 - Install all outstanding DCU firmware updates and patches
 - Confirm proper DCU functionality after maintenance is completed

Issues beyond the above maintenance items will be escalated to the Utility and Aclara Support for proper resolution

- E. The Service does not include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightening damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN

network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.

- F. Customer's electing the Aclara AMI DCU Preventative Maintenance Service must purchase the service for all DCUs purchased by Customer; Aclara AMI DCU Preventative Maintenance Service may not be purchased on an individual, case-by-case basis and must be maintained uninterrupted from year 2 after DCU installation to be eligible for the 5 year and 10 year inspections.